

GENERAL TERMS AND CONDITIONS OF USE AND SALE

The purpose of this website is to present artworks produced by Caterham Art Group ("CAG") members to the Users of this Site and to give them the opportunity to discover and buy them online directly from the artist.

We consider anyone who uses our online sales site ("Site") as a "User" (also referred to as "you"). Users who purchase goods ("Artwork") are called "Buyers" and Users who sell (or intend to sell) Artwork are called "Artists." Your use of any service on our Site means that you explicitly consent to CAG providing services to both the Buyer and the Artist. No person other than you and CAG have any rights under these Terms

These general terms and conditions of use and sale define the terms and conditions for use of the Site and the online sale of the Artwork available on the Site, and to define each party's rights and obligations in such a relationship ("Terms"). By using this Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms then you must not use this Site. We recommend you to print a copy for future reference.

They should be read in conjunction with our Artists Terms and Conditions which can be found [here](#)

CAG amends these Terms from time to time. Every time you wish to use the Site, please check the Terms to ensure that you understand the Terms that apply at that time.

1. Who is the Contract Between?

1.1 The sales made through the Site are contracted directly between the Buyer and the Artist.

1.2 The Site and CAG is not, in any respect, a reseller of the Artwork proposed by the Artists through the Site.

1.3 CAG acts as an individual organisation which aims to support its members and Artists and therefore takes on the role of agent in the context of the provision of the Site that allows Artists and Buyers to connect.

1.4 As a result, CAG is not a party to the contract since the contract is concluded only between the Buyer and the Artist, who is the only owner of the Artwork and therefore the only one bound by obligations arising from the contract (including but not limited to delivery conditions, rights of withdrawal and refunds).

2. Your Order

2.1 CAG acts as an agent on behalf of the Artist. When you submit an order to purchase Artwork, you are making an offer to purchase Artwork from that Artist subject to these Terms, the terms and conditions specific to the relevant Artist, and the information contained on the relevant Artwork page. A legally binding contract is formed between you and the Artist to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Each Artwork ordered by you and accepted by CAG constitutes a separate contract with the Artist.

2.3 In the case that the Artwork is no longer available, an email informing the Buyer will be sent within 72 hours, cancelling the order and the Buyer will be reimbursed within 3 working days

2.4 CAG does not accept any responsibility whatsoever for any listing (including the product descriptions or any visual representations) contained on the Site. This is the responsibility of the Artist.

2.5 Please be aware that deviations in colour are possible in all product illustrations on the Site and regularly do not constitute a defect. Defects due to natural wear and tear, improper handling, use and lack of or improper care or storage of the work(s) do not constitute a defect for which the Artist is liable.

3. Price and payment

3.1 The Artwork sale price is listed on the Site and includes all taxes, delivery and packaging fees as applicable. The Artists will only deliver to Mainland Great Britain, excluding Northern Ireland.

3.2 The payment of the Artwork price by the Buyer to the Artist is made via the payment services available from CAG via the Site: credit card or bank transfer

3.3 Failure to pay the full price automatically cancels the sale, and the Artwork is put back for sale on the Site.

3.4 Unless the Buyer arranges their own carrier, the Artwork remains at the Artists risk until the Artwork comes into the physical possession of the Buyer or the person that the Buyer has asked the Artist to deliver the Artwork to. Therefore if the Artists carrier fails to deliver the Artwork, or delivers them to the wrong address, this is the Artists responsibility and not the Buyers. In addition, the Artist would be responsible if their carrier damages the Artwork before it has been delivered to the Buyer.

4. Delivery

4.1 The delivery of the Artwork is made at the address provided on the order summary form. Delivery costs are paid by the Artist. Direct shipping ("drop shipping") is not allowed. You cannot choose to receive an Artwork through what is called "drop shipping," i.e., by providing a third party such as your store or business, a logistics centre, or a post office box to receive the delivery on your behalf.

4.2 The individual Artists are responsible for the dispatch and packaging of your order. Your order shall be sent to you directly from the Artist. delivery methods decided upon by each individual Artist. Delivery methods are decided upon by each individual Artist.

4.3 Usually, the delivery takes a maximum of 30 working days. Artists will endeavour to dispatch the Artwork within 10 working days of confirmation of the order and full payment, although this cannot be guaranteed and time shall not be of the essence. The time may also vary depending on for example, the Artist's availability, potential printing

and framing of the Artwork. Whatever happens, the Artist should keep you updated.

4.4 Obligations regarding the delivery of the order, meaning respecting the given schedules, the quality of the packaging for the Artwork, as well as the conformity of the latter are the sole responsibility of the Artist, CAG shall in no case be held liable for any failure to comply by the Artist. This means that CAG is not liable for any loss, delay or damage to the Artwork.

4.5 In the event of a delivery or transportation problem, you must contact the Artist directly to find a solution. Delivery and transportation are the sole responsibility of the Artist. CAG, the Buyer, and the Artist have the right to consider the signed receipt and/or delivery confirmation with a tracking number at the place of delivery (whether it is the Buyer's address or a pickup point) as proof that you have received the Artwork. If there is a problem with the delivery of an Artwork and you cannot find a solution with the Artist, both of you must cooperate in an investigation conducted by the delivery or transportation company.

4.6 CAG can cancel a transaction if the Artist does not deliver the Artwork, or if the Artwork is not in conformity with its description. Although the transaction is canceled in our system, you are free to exercise your rights directly with the Artist under the sales contract between you.

4.7 The Buyer must, as soon as he/she receives the Artwork, check the condition of the Artwork, and notify any reservation immediately in writing to CAG including photographs of the state of the delivered Artwork, at the latest within 48 hours of delivery.

5. Returns and Refunds

You have a statutory right to return most Artwork ordered via the Site and you may request a refund in the following circumstances:

5.1 If the Artwork is damaged at the time of delivery:-

a. The Buyer **MUST** notify both CAG and the Artist within 48 hours of delivery. The Buyer is obligated to take high-resolution images of the

freshly delivered, damaged package once before and once after opening it. The images as well as the details of the problem are to be sent to the following address: gallery@caterhamartgroup.org.uk who will send it on to the Artist. The Artist will be responsible for handling any complaint with the delivery company.

b. You must return the Artwork to the Artist within ten days of the date on which you received your order

c. You will then be refunded within fourteen days of the date on which the Artist receives the damaged Artwork. Please note that the refund is only made to the purchaser of the Artwork and will be refunded directly to the original payment method.

d. Any dispute concerning this claim must be settled directly between the Artist and the Buyer.

5.2 if you change your mind within fourteen calendar days of the date on which you received the Artwork (right of withdrawal) you must

- a. contact CAG by email via gallery@caterhamartgroup.org.uk. Please include your name, address, telephone number, email address, order reference, the reason why you wish to return the Artwork, and a high-resolution image of the Artwork so that the Artist can inspect its condition. We will pass your email on to the Artist, and will inform you of the return address. The Artwork subject to return must be in perfect condition and shipped in its original packaging, preferably, or in similar packaging.
- b. The Buyer is then obligated to dispatch the Artwork back to the Artist within seven days of telling us that you wish to end the contract. For return fees (shipping), these are at the expense of the Artist who must make adequate arrangements with the Buyer for their refund.
- c. If the returned Artwork arrives damaged or dirtied (this also includes fingerprints on the Artwork), then the Buyer is obligated to also pay the Artist their material expenses. The Artwork will then be completely destroyed.
- d. During this process of cancellation, CAG will stay in communication with the Buyer.
- e. A refund may only be made to the purchaser of the Artwork and will be refunded directly to the original payment method within fourteen

days of the date on which the Artist receives the Artwork. In the case of a damaged or dirtied returned Artwork the refund is reduced by the material expenses of the Artist for producing the Artwork in the first place.

5.3 Any dispute concerning any claim must be settled directly between the Artist and the Buyer.

5.4 Returns and refunds are not possible under any other circumstances. Please be aware that deviations in colour are possible in all product illustrations on the Site and regularly do not constitute a defect. Defects due to natural wear and tear, improper handling (e.g., hanging up a painting in direct sunlight), use and lack of or improper care or storage of the Artwork do not constitute a defect for which the Artist is liable.

6. Proper Treatment

6.1 It is assumed that all Artwork are subject to environmental influences, changing their appearance and colour and may fade. CAG and the Artist does not assume any warranty for this unalterable process of change.

6.2 Artwork may not be exposed, either in whole or in part, to direct sunlight, may not be hung directly over heaters and may not be exposed to humidity levels exceeding those of normal living rooms. Accordingly, Artwork are not suitable for outdoor use, basements, bathrooms and kitchens. Laminations with UV protective film or acrylic glass and wooden frames are very sensitive to scratches and stains and may therefore only be handled with gloves or comparable protection.

7. Rights of Exhibition and Intellectual Property

7.1 The Artist guarantees that they are the author of the Artwork and that the Artwork does not violate any laws, regulations and standards in force, or affects the rights of third parties.

7.2 The Artist commits to protect CAG and the Buyer in case of any action brought by a third party about the Artwork.

7.3 Upon sale, the Artist assigns to the Buyer the material substrate of the Artwork. However, copyright in the Artwork remains the property of the Artist. You may not produce any image of the Artwork and may not, at any time, publish or submit for publication or reproduction any image of the Artwork to any third party, including any internet website for any purpose. If you breach any of your obligations under this section you agree that:

- (a) the payment of damages will not be a sufficient remedy to compensate CAG or the Artist for your breach;
- (b) CAG may, and the Artist may, apply to the court for an order to prevent you from continuing to breach your obligations under these Terms; and
- (c) CAG may, and the Artist may, contact the operator of any internet website on which the Artwork is being offered for sale or on which an image of the Artwork has been placed by you or at your direction, and instruct such operator, on your behalf, to remove any such offer for sale or image from any such internet website.

8. Data Protection

CAG gathers and retains the Users personal data to ensure proper execution of these Terms. CAG will not disclose your information to any other individual or organisation unless required to do so by law, or unless it is necessary to do so to obtain or validate payment or to perform our obligations to you, or unless it is covered by a confidentiality agreement. If you want us to remove your information from our files please contact us and we will do so insofar as the law permits.

9. Severability Waiver and Warranty

9.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and

enforceability of the rest of these Terms. A waiver is only effective if it is in writing.

9.2 CAG makes no representation or warranty of any kind whatsoever, express or implied, in connection with the Artwork. CAG and its officers hereby exclude all liability (whether in contract, tort or otherwise), to the fullest extent permitted by applicable law, for any loss or damage that may result to you or a third party in connection with the Artwork.

10 Rights of third parties, third party service providers, provision of services

10.1 In order to guarantee you an optimal user experience, we may use third-party service providers. These third-party service providers may include payment or delivery service providers, for example. In addition, our Site may contain links to these third-party service providers' websites. Please note that when you use these third-party service providers' products, services, applications, or websites, the general terms and conditions and privacy policies of the respective third-party service provider may apply.

10.2 We reserve the right to interrupt access to our Site and the services it provides at any time, without notice or compensation, for Users, especially for those who fail to comply with these General Terms and Conditions of Use and Sale.

10.3 Nothing in this agreement or on our web site shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

11 No Waiver

No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

12 Dispute Resolution

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

13 Force majeure

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control.

14 Governing Law

This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.